

REMARKS

This responds to the Office Action mailed on May 23, 2005.

Claims 18 and 35 are amended, claims 1-9, 11, 24-27, and 31-34 are canceled, and claims 37-55 are added; as a result, claims 10, 12-23, 28-30 and 35-50 are now pending in this application. Claims were cancelled without prejudice, and applicant reserves the right to reintroduce them at a later date. Amendments to the claims were merely to clarify wireless aspects, and not in response to art rejections. They are not believed to affect the scope of the claims.

Claim Objections

Claims 7 and 25-27 were objected to. The claims have been cancelled without prejudice, rendering the objection moot.

§102 Rejection of the Claims

Claims 1-3 and 24 were rejected under 35 U.S.C. § 102(e) as being anticipated by Hoffman (U.S. 6,622,017). The claims have been cancelled, however, applicant reserves the right to swear behind Hoffman at a later date, and also reserves the right to reintroduce the cancelled claims.

Claims 31 and 34 were rejected under 35 U.S.C. § 102(e) as being anticipated by McAlinden (U.S. 2002/0193101 A1). The claims have been cancelled, however, applicant reserves the right to swear behind McAlinden at a later date, and also reserves the right to reintroduce the cancelled claims.

§103 Rejection of the Claims

Claims 4-6 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Hoffman. The claims have been cancelled, however, applicant reserves the right to swear behind Hoffman at a later date, and also reserves the right to reintroduce the cancelled claims.

Claims 7-17, 18-23, 25-30 and 35 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Hoffman in view of McAlinden. This rejection is respectfully traversed.

Claims 7-9 and 25-27 were cancelled, however, applicant reserves the right to swear behind the references at a later date, and also reserves the right to reintroduce the cancelled claims. The remaining rejected claims are believed patentable over the combination of the references, as at least one element is missing from such combination.

Claims 10, 12-17, 18-23 and 28-30 each initiate a reboot of the remote device prior to writing the code to the non-volatile memory. McAlinden is cited as teaching rebooting after receipt of the complete software package in paragraph [0027]. While McAlinden may reboot or reinitialize to have the software take effect, it does not appear to reboot to load it properly into memory as claimed. The Examiner stated that McAlinden disclosed prior to writing the computer code, initiating a reboot [0027]. This is not what that paragraph says. It recites initializing the device with the configuration information, and then rebooting for it to take effect. It appears to describe that the configuration information is first written, and then the device is rebooted. It does not appear to describe rebooting and then writing the configuration information.

Claim 10 recites first downloading the code into a first memory, then rebooting, and then burning the code into the programmable memory. This is clearly different from McAlinden. Thus, a prima facie case of obviousness has not been established, and the rejection should be withdrawn. Claims 12-17 depend from claim 10, and are allowable for at least the same reasons.

Claims 18-23 also reboot the computer prior to burning the received code into the flash memory. As indicated above, McAlinden does not teach this element, and the claims should be allowed. Regarding claim 21, the Office Action also states that Hoffman discloses assembling the complete set of the computer code into a continuous memory at col. 10, lines 44-60. This is respectfully traversed. The cited language describes receiving modules and converting them to a format compatible with transmission, but does not make any mention of assembling a complete set of the computer code into a continuous memory.

Claim 35 is written in means plus function format, and thus should be interpreted in light of the embodiments described in the application. The means for burning the received software includes rebooting of the computer prior to burning the code into non-volatile or Flash memory as shown in FIG. 5. Thus, claim 35 also clearly distinguishes from the references.

Claim 32 was rejected under 35 U.S.C. § 103(a) as being unpatentable over McAlinden in view of Marran (U.S. 6,549,770). This rejection is respectfully traversed. Claim 32 was cancelled, however, applicant reserves the right to swear behind the references at a later date, and also reserves the right to reintroduce the cancelled claims. The remaining rejected claims are believed patentable over the combination of the references, as at least one element is missing from such combination.

Claim 33 was rejected under 35 U.S.C. § 103(a) as being unpatentable over McAlinden in view of Marran, and further in view of Shaw (U.S. 6,341,373). This rejection is respectfully traversed. Claim 33 was cancelled, however, applicant reserves the right to swear behind the references at a later date, and also reserves the right to reintroduce the cancelled claims. The remaining rejected claims are believed patentable over the combination of the references, as at least one element is missing from such combination.

Claim 36 was rejected under 35 U.S.C. § 103(a) as being unpatentable over Hoffman in view of McAlinden and further in view of Marran. This rejection is respectfully traversed. Claim 36 depends from claim 35, which is believed allowable in view of the above remarks. As such, claim 36 should also be allowable.

New claims 37-55 are submitted. Claims 37 – 55 recite rebooting prior to burning the code. As indicated above, none of the references, alone or combined recite this feature.

CONCLUSION

Applicant respectfully submits that the claims are in condition for allowance and notification to that effect is earnestly requested. The Examiner is invited to telephone Applicant's attorney (612) 373-6972 to facilitate prosecution of this application.

If necessary, please charge any additional fees or credit overpayment to Deposit Account No. 19-0743.

Respectfully submitted,

GORDON BRENT VISKE

By their Representatives,

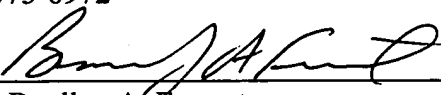
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